

## BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date: 20 September 2006

Division: Growth Management

Bulk Item: Yes X No     

Department: Marine Resources

Staff Contact: George Garrett

#### AGENDA ITEM WORDING:

Approval of a Contract between Coffin Marine Services, Inc and Monroe County for the emergency removal and transport of a grounded and abandoned 50 ton steel hulled vessel.

#### ITEM BACKGROUND:

The steel hulled sailing vessel "Tapnon" grounded on the reef in the Lower Keys on or about the 10<sup>th</sup> of June 2006. The vessel then re-floated with the tides and grounded again further inshore. In an effort to secure the vessel and to insure that no further resource damage was done, a bid was requested for the salvage and removal of the vessel to a secure location. A single response for a bid was received from Coffin Marine Services, Inc. for hourly service in the removal of the vessel (\$200.00 / hour). Completion of the salvage and transport required 40 hours (three salvage vessels over parts of three days) for a total cost of \$8,000.00.

#### PREVIOUS RELEVANT BOCC ACTION:

None

#### CONTRACT/AGREEMENT CHANGES:

NA

#### STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$8,000.00

BUDGETED: Yes X No     

COST TO COUNTY: \$8,000.00

SOURCE OF FUNDS: BIF

REVENUE PRODUCING: Yes      No X AMOUNT Per Month      Year     

APPROVED BY: County Atty *mg* OMB/Purchasing X Risk Management MS

DIVISION DIRECTOR APPROVAL: *TJK* *8/1/2-6*  
Ty Symroski, Director of Growth Management

DOCUMENTATION: Included X Not Required     

DISPOSITION:      AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Coffin Marine Contract # \_\_\_\_\_  
 Effective Date: 6/10/2006  
 Expiration Date: 12/31/2006

Contract Purpose/Description:  
Contract between Coffin Marine Services, Inc and Monroe County for the emergency removal and transport of a grounded and abandoned 50 ton steel hulled vessel.

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Contract Manager: George Garrett 2507 Marine Resources / 11  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 9/20/06 Agenda Deadline: 9/06/06

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 8,000.00 Current Year Portion: \$ 8,000.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 157-62520-53040- \_\_\_\_\_  
 Grant: \$ 0 \_\_\_\_\_  
 County Match: \$ 8,000.00 \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

|                   | Date In       | Changes Needed  | Reviewer           | Date Out       |
|-------------------|---------------|---|--------------------|----------------|
| Division Director | _____         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>8/12-06</u> |
| Risk Management   | <u>8-1-06</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>8-1-06</u>  |
| O.M.B./Purchasing | <u>8/2/06</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>8/2/06</u>  |
| County Attorney   | <u>7/3/06</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>7-31-06</u> |

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CONTRACT FOR RENDERING EMERGENCY SALVAGE SERVICES OF  
SAILBOAT "TAPNON"**

THIS CONTRACT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and Coffin Marine Services Inc., P.O. Box 430538, Big Pine Key, Florida 33043, hereafter Coffin Marine.

**Section 1.** Coffin Marine and the County, for the consideration named agree as follows:

1. Coffin Marine completed an emergency salvage of an abandoned steel hulled sailboat "Tapnon" as the sole responder to a request for bids on or about the 10<sup>th</sup> of June, 2006.
2. Coffin Marine spent three days, utilizing three separate salvage vessels to free the vessel "Tapnon" from its location on vital marine resources of Monroe County within the Florida Keys National Marine Sanctuary.
3. Said vessel, "Tapnon" was towed to a safe port, out of harms way, eliminating the possibility of any further damage to resources of the County for disposal and or salvage as requested by the County.

**Section 2.** For services rendered, 40 vessel hours time at \$200.00 per hour, and upon receipt of an invoice the County agrees to pay the amount of \$8,000.

Payment will be based on a determination by the Director of Marine Resources or his designee that all products and have been provided and delivered in accordance with the Scope of Work in Attachment A and meet the satisfaction of Department staff. The County will process invoices from Coffin Marine within 30 days of receipt.

**Section 3.** Coffin Marine warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

**Section 4.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or Coffin Marine under contract with any public entity, and may

not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

**Section 5.** The Coffin Marine agrees to maintain adequate insurance or equivalent as provided in as identified below with said validation of insurance attached as Exhibit A.

**Section 6.** All communication between the parties should be through the following individuals or their designees:

Monroe County

George Garrett, Director  
Department of Marine Resources  
2798 Overseas Highway  
Marathon, FL 33050

Coffin Marine Services, Inc.

John Coffin  
P.O. Box 430538  
Big Pine Key, Florida 33050

**Section 7.** This CONTRACT is governed by the laws of the State of Florida.

Venue for litigation arising under this contract must be in a court of competent jurisdiction located in Monroe County, Florida.

**Section 8.** The effective date of this Contract is June 10, 2006 for the purposes of emergency services rendered.

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IN WITNESS THEREOF, the parties thereto have cause these presents to be extended on the 16<sup>th</sup> day of August 2006.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

(SEAL)

Attest:

COFFIN MARINE SERVICES, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
ATTORNEY'S OFFICE 7-31-06

## EXHIBIT A

### Documentation of Insurance

## Derelict Vessel Recovery Requirements

### General Liability:

The minimum limits of liability shall be:

\$500,000 per Occurrences/\$1,000,000 Aggregate

### Vehicle Liability Insurance:

The minimum limits acceptable for Owned, Non-Owned, and Hired Vehicles shall be:

\$1,000,000 Combined Single Limit (CSL)

### Worker's Compensation/Employer's Liability Insurance:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, policy limits

\$1,000,000 Bodily Injury by Disease, each employee

### Water Craft Liability Insurance:

The minimum limits acceptable shall be:

\$500000 Combined Single Limit (CSL)

### Pollution Liability Insurance:

The minimum limits of liability shall be:

\$5,000,000 per Occurrence/\$10,000,000 Aggregate



# Coffin MARINE

*Specializing in Marine Salvage*

S E R V I C E S Inc.

PO. Box 430538 BIG PINE KEY, FL. 33043 (305) 872-8863 FAX (305) 872-5613

George Garrett  
Monroe County Marine Resources

June 20, 2006

## INVOICE

**Coffin Marine performed the following services:** Salvage and tow a derelict vessel, described as a steel sailboat of foreign registry bearing the name "Tapnon" and number BH3082. This vessel was driven ashore after striking a reef near Key West. It's heavy displacement (50,000 pounds) and unusual keel design made for a difficult salvage requiring the use of multiple towing vessels over a 3-day period. Salvage is billed as vessel time under way only at a rate of \$200 per hour. 40 hours of vessel time were consumed. Salvage report attached.

**COST: \$8,000.00**



*Specializing in Marine Salvage*

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PO. Box 430538 BIG PINE KEY, FL. 33043 (305) 872-8863 FAX (305) 872-5613

June 20, 2006

**SALVAGE REPORT for the vessel "Tapnon" (Tarpon)**

The sailing vessel "Tapnon" (translation Tarpon) is a Belgian registered steel hulled vessel owned by Donko Donkov, a Belgian National reported to be living illegally in the United States. Donko Donkov's last known address was at 3D Boatyard on Stock Island. This vessel became a navigational casualty and ended up grounded on a reef near Key West. Strong southerly winds associated with a Tropical Storm moved the vessel off of the reef and grounded it on the southerly shoreline of Saddlehill Key, near Geiger Key. Coffin Marine was contacted by an officer of the National Marine Sanctuary and salvage services were requested.

**Monday, June 12, 2006:** Responded in very rough conditions. Perform hull inspection. Vessel lying on grass bank sideways to seas, moving closer to shore. Set storm anchor and pull bow of vessel around into waves. Vessel "Stormy", 180 hp, 4 hours

**Tuesday, June 13, 2006:** Respond in moderating conditions with 2 towing vessels. Repeated efforts to unground vessel at high tide were frustrated by its winged keel design. This 4-foot wide, welded steel flat structure, located at the bottom of the keel had dug into the sea bed and was acting like an anchor. Vessel was moved from the point of grounding app 100-feet before our favorable high tide was lost. Vessel "Stormy", 7 hours, Vessel "E'Tinka", 280 hp, 7 hours.

**Wednesday, June 14, 2006:** Respond in calm conditions with 3 towing vessels. The vessel moved with great effort only and in small increments, reference the winged keel, which buried itself in 2 successive ridges of sand rubble. Vessel was successfully re-floated and towed to Robbie's Marina on Stock Island where it was hauled and stored. Vessel "Stormy", 8 hours, vessel E'Tinka, 8 hours, vessel "Mistress" 680 hp, 6 hours.







